BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of Chief Engineer & Chief General Manager (Tech), BSWML, 1st Floor, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560 052.

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No.CE&CGM(Tech)/BSWML/Adde 01/2024-25 Date: 13.08.2024

ADDEENDUM-I

Sub: Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) With 100% Concessionaire Investment for The Collection, Primary Transportation, Secondary Transportation to Proposed Processing Plants At 5 Locations Having Processing Capacity Of 500 TPD Each At 4 Locations And 1000 TPD At 1 Location Including Establishment of Above 5 Processing Plants.

Ref: Tender Notification No: DGM-3/BSWML/TEND/01/2024-25 Date: 08.07.2024

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The Tender for the above said work was invited on 08.07.2024 as per tender notification No. DGM-3/BSWML/TEND/01/2024-25. In the RFP, DCA & PIM mentioned in KPP portal the clauses mentioned are to be read as under;

S.N	Particular	Clause no	Reference Document (RFP / DCA / PIM)	Page number	Addendum
1.	General	-	RFP, DCA & PIM	-	Wherever "**solid waste**" is mentioned it shall be read as "**C&D Waste**" and "**Solid Waste Management (SWM)**" as "**Construction & Demolition Waste Management (CDWM)**" and wherever necessary may read in RFP, DCA and PIM documents as above.
2.	General	-	RFP, DCA & PIM	-	The price escalation shall be 5% year on year basis on tipping fee during the concession period but after completion of the first year. WPI & CPI shall

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					not be applicable.
3.	In each of the Financial Years [Mention the 5 Financial Years preceding the Proposal Due Date], the Applicant's Net Worth (as per the audited annual financial statements) shall be at least INR [25% to 33% of the Bid Project Cost of the corresponding package].	Clause no. 3.1.5 (a) (i)	RFP	59	This clause shall be read as "In any two financial years out of 5 financial years" and remaining text of the para shall remain same.
4.	(g) [If the Concessionaire sets up a Waste to Energy Plant(s), then the Concessionaire shall install meters at the Waste to Energy Plant(s) to measure the total number of energy units (in kWh) generated from the Waste to Energy Plant(s) in each month of the O&M Period.]	Article-16, Cl. No 16.7.1 (g)	DCA	94	This clause shall be read as **not applicable.**
5.	General	Article 25	DCA	-	Clause 24.4.5 shall be prevailed, the clauses vide 25.1, 25.2 & 21.6 shall be replaced with matters containing vide clause 25.4
6.	Except as specifically provided in this Agreement, the Project Engineer shall have no **BSWML**, whether express or implied, to amend, vary or curtail any of the rights or obligations of the Parties.	Article 13, Cl. No. 13.5	DCA	66	The term "BSWML" in this clause is replaced with "authority" and may read accordingly.
7.	37. Mobilisation Period: 01 months from the date of receipt of letter of acceptance or from the date of handing over of the site, whichever is **better**.	2.1 S.N 37	RFP,DCA	21(RFP), 14(DCA)	37. Mobilisation Period: 01 months from the date of receipt of letter of acceptance or from the date of handing over of the facilities, whichever is **later**.
8.	**36.1** The contractor shall complete all the activities such as obtaining all clearances required for the project including clearances required for land development, mobilization / procurement of necessary equipments, vehicles, machineries & resources required for Collection, Transportation of Construction	2.1 S.N 36.1	RFP,DCA	21(RFP), 14(DCA)	**37.1** The contractor shall complete all the activities such as obtaining all clearances required for the project including clearances required for land development, mobilization / procurement of necessary equipments,

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	and Demolition (C&D) Waste from BSWML area and commission the contractual work within 06 months of issuance of LOA.				vehicles, machineries & resources required for Collection, Transportation of Construction and Demolition (C&D) Waste from BSWML area and commission the contractual work within 06 months of issuance of LOA.
9.	**37.** Service level benchmarking:	2.1 S.N 37	RFP, DCA	21(RFP), 14(DCA)	**37.2** Service level benchmarking:
10.	**37.1** The Contractor shall achieve Collection, Transportation from Commercial Operation Date in the following	2.1 S.N 37.1	RFP, DCA	21(RFP), 14(DCA)	**37.2.1** The Contractor shall achieve Collection, Transportation from Commercial Operation Date in the following
11.	**37.2** The operational **house** of collection & Transportation is in two shifts	2.1 S.N 37.2	RFP, DCA	21(RFP), 14(DCA)	**37.3** The operational **hours** of collection & Transportation are in two shifts.
12.	Concessionaire during and as a part of the Construction Period of **[24 months] from the Compliance Date**	43.2 & 15.1.2	DCA	70 (DCA)	• Construction period is 18 months from the date of receipt of construction for establishment • The bidder shall procure the vehicles for C&T at least 7 days prior to the COD.
13.	43.1 Phase I – Mobilization Period-**Six Months** To obtain all the necessary clearances & approvals from relevant authorities from the date of LOA. 43.2 Phase II –Construction Period- Eighteen Months Complete the construction and commissioning of the C&D Waste Processing Facility in terms of the Agreement within 6 months from obtaining the	Article – 2, Cl. No. 43.2	DCA, RFP	21 (RFP), 14 (DCA)	43.1 Phase I – Mobilization Period-**One Month** To obtain all the necessary clearances & approvals from relevant authorities from the date of LOA. 43.2 Phase II – Construction Period- Eighteen Months Complete the construction and commissioning of the C&D Waste Processing

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	required clearances and development of Collection & Transportation facilities as well as fleet of adequate, suitable vehicles through procurement/ hiring/ owned within 12 months from the date of LOA				Facility in terms of the Agreement within **19 months** from obtaining the required clearances and development of Collection & Transportation facilities as well as fleet of adequate, suitable vehicles through procurement/ hiring / owned at least 7 days prior to the COD.
14.	The O&M Payments shall be paid by the State Government or BSWML to the Concessionaire on a [monthly] basis. For each of the Project Facilities, the Concessionaire shall submit an Invoice to BSWML for each [month/quarter] on or before the 7th (seventh) day of the [month], which should set out: (i) **the Capex Annuity due to the Concessionaire** in such [month], along with interest; (ii) the C&D Charges due to the Concessionaire in such [month];	Article-18, Cl. No. 18.1.6 (h) DCA	DCA	110	The following para "For each of the Project Facilities, the Concessionaire shall submit an Invoice to BSWML for each [month/quarter] on or before the 7th (seventh) day of the [month], which should set out: (i) the Capex Annuity due to the Concessionaire in such [month], along with interest; (ii) the C&D Charges due to the Concessionaire in such [month];" shall be deleted.
15.	A. The State Government and BSWML, have decided to undertake the development and operation of integrated C&D Generation plant with 500 TPD SSOW processing plant and taking the O&M services from the concessionaire for period of **20 years** on a PPP basis, with 100% concessionaire investment model for construction and establishment of processing plant and also to O&M of the plant for **20 years** at the concessionaire investment. D. In consideration of the Concessionaire designing, engineering, 100% financing, procuring, constructing,	Schedule 17	DCA	243	This clause shall be read as **not applicable.**

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	installing, commissioning, operating and maintaining the Project on the Site(s) for the Concession Period of 20 years, and the concessionaire shall pay to BSWML towards the **royalty @ Rs. 8.00 Lakhs per month with** --- percentage of escalation per year on base year from date of the Commercial Operation Date (COD) and the concessionaire further shall deposit revenue sharing of Rs. --- per TPD of inflow capacity of the SSOW supplied to the processing plant by BSWML.				
16.	[Provided assistance and facilitated in execution of Power Purchase Agreement between the Concessionaire and Karnataka Electricity Board;]	4.1.2 (j) Pg 26	DCA	26	This clause shall be read as **not applicable.**
17.	[Made an application to Karnataka Electricity Regulatory Commission (the "Power Regulator") for fixing power tariff for the waste processing plant to be paid by the Karnataka Electricity Board, as provided Power Purchase Agreement (PPA) signed between Concessionaire and Karnataka Electricity Board separately];	Cl.(P) Pg 28	DCA	28	This clause shall be read as **not applicable.**
18.	The Financial Evaluation of Bid is as per KPPP rules. 1. The financial bids of the packages shall be opened independently for each package after the technical evaluation and score of the bidders are determined. 2. The quoted rate for each individual package shall be ascertained independently and accordingly awarded the contracts of packages.	2.21(d)(1)	RFP	52	This clause shall be replaced as follows: "The Financial Evaluation of Bid is as per KPPP rules: The financial bids of all technically qualified bidders shall be opened and the ranking shall be done and evaluation shall be done as per Clause No. 3.3"
19.	Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, BSWML, awards to the Concessionaire the	Article 2, Cl. No. 3.1.1	DCA	23	This clause shall be read as "Subject to and in accordance with the provisions of this Agreement, Applicable

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	concession set forth herein including exclusive right, license and BSWML to establish the processing facilities and transport mechanism (the "Concession"), during the period of [24 (twenty four) months]for C&D Waste at the Collection, Transportation and Processing facilities as well as Construction of Project Facilities, and Operation and Maintenance Period of [15 (fifteen) years] commencing from Commercial Operation Date (the "COD") of the Processing facilities, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth in this Agreement.				Laws and Applicable Permits, BSWML, awards to the Concessionaire the concession set forth herein including exclusive right, license and **authoriy** to establish the processing facilities and transport mechanism (the "Concession"), during the period of **[19 (Nineteen)** months]for C&D Waste at the Collection, Transportation and Processing facilities as well as Construction of Project Facilities, and Operation and Maintenance Period of [15 (fifteen) years extendable upto 5 years based on performance] commencing from Commercial Operation Date (the "COD") of the Processing facilities, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth in this Agreement."
20.	General	Article - 19	DCA	120–123	1. The clause no. 18.4.1 shall be read as 19.4.1. 2. The clause no. 18.4.2 shall be read as 19.4.2. 3. The clause no. 18.4.3 shall be read as 19.4.3, 4. The clause no. 18.4.4 shall be read as 19.4.4. 5. The clause no. 18.5 shall be read as 19.5. 6. The clause no. 18.5.1 shall be read as 19.5.1. 7. The clause no. 18.5.2 shall be read as 19.5.2.

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					8. The clause no. 18.5.3 shall be read as 19.5.3. 9. The clause no. 18.6 shall be read as 19.6
21.	General – Addition to the RFP document.	Appendix – I; Form-19	RFP		Refer **Annexure-A** for the format "Information regarding Anti-Blacklisting – Affidavit" and this shall be the part of the RFP document.
22.	General – Technical Evaluation Parameters	3.1.6.(i)	RFP	62	The clause "**3.1.6.(i)**" shall be replaced by the clause enclosed at **Annexure-B**
23.	General	3.1.9	RFP	65	The clause "**3.1.9**" shall be replaced by the clause enclosed at **Annexure-C**

For Further details visit GOK KPP Portal Website www.kppp.karnataka.gov.in

Chief Engineer &
Chief General Manager (Tech)
BSWML

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APPENDIX - I

Form – 19

Information regarding Anti-Blacklisting – Affidavit

(On a Stamp Paper of value of Rs.500)

I. M/s. ..... (Single Business Entity/Lead Member/ Other Member/s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/ director's are not barred by Bengaluru Solid Waste Management Limited ("BSWML") / any other entity of Government of Karnataka or blacklisted by any state government or central government/ department urban local body/agency in India from participating in bidding process, either individually or as member of a Consortium as on the ..... (Bid Due Date).

We further confirm that we are aware that our Proposal for the Assignment would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this ..... Day of ..... 20....

Signature of the Authorised person

Name of the Authorised Person
To be executed separately by all the Members in case of Consortium

[Notary Seal and Signature]

Contractor

BSWML Engineer

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ANNEXURE-B

3.1.6. (i) The scoring criteria to be used for evaluation shall be as follows: The eligibility criteria need to be met by combined criteria if the partners in case of JV/ Consortium of a Joint Ventures/Consortium or Consortium of LLP partners. The maximum partners are limited to 3 partners. The lead partners must possess with minimum 51% of the Net worth and all partners together must meet the 100% net worth to qualify for the further evaluation of the bids.

SL NO.	TECHNICAL EVALUATION PARAMETERS	MAX MARKS
A	**Section-A: RELEVANT EXPERIENCE OF BIDDER**	**Maximum 55 Marks**
1	Transportation of Municipalities waste or C&D waste or quarry dust or agricultural waste or any kind of Waste for Government projects. The certificate for the quantification should be issued by not lower than the rank of Executive Engineer rank, having estimated quantity of 10,80,000 Tons in any one year during last 5 years	Maximum 15 Marks
	a. Experience in 80% and above of above-mentioned in any one year during last 5 years 1 work = 15 marks OR b. Experience in 50% and above of above-mentioned in any one year during last 5 years 2 works = 15 marks 1 work = 12 marks OR c. Experience in 40% and above of above-mentioned in any one year during last 5 years 3 works = 15 marks 2 works = 12 marks 1 work = 08 marks	
2	The Bidder shall have either their own processing facility or should submit pre-tender MOU with either of the enlisted manufacturers. The list of manufacturers is as follows: a. CDE Global (www.cdeglobal.com) or any equivalent b. Terex (www.terex.in, www.terex.com), or any equivalent c. Sandvik (www.mining.sandvik.com) , or any equivalent d. Green Machine (www.greenmachine.com), or any equivalent e. NFLG China (www.en.nflg.com), or any equivalent f. Krause Manufacturing (www.krausemanufacturing.com), or any equivalent g. All Mineral (www.allmineral.com/en), or any equivalent h. Winner Manufacturing (www.winnermanufacturing.com) or any equivalent i. Other similar manufacturer The bidder must possess certificate of association/ MoU with the above mentioned manufactures.	Maximum 30 Marks

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	However if the bidder on their own had established any C&D waste processing plant and if the plant is in operational conditions then the bidder can submit the certificate issued of such plant from the client. In all above cases, the C&D processing plant needs to have a minimum capacity of 150 TPH crushing capacity machinery. The MOU submittal must possess this information about the association with manufacturer's plant supply capacity of 150 TPH or above crushing facility mentioned in MOU.	
	a. If 3 or more MOU's as stated above: 30 Marks OR b. If 2 MOU's as stated above: 25 Marks OR c. If 1 MOU as stated above: 20 Marks	
3	Net Worth of the Company: [25% of estimated package cost] i.e. Rs. 52.63 crores a. More than 110% of the Required Net worth: 10 marks OR b. Between 101% to110% of the Required Net worth: 8 marks OR c. 100% of the Required Net worth: 6 marks	Maximum 10 Marks
B	**Section-B: PROPOSED METHODOLOGY, TECHNOLOGY & WORK PLAN**	**Maximum 25 Marks**
	a. Approach & Methodology for undertaking the assignment (5 Marks)	Maximum 25 marks
	b. Technologies proposed to be implemented, Process Flow Chart and Material Balance Statement (5 Marks)	
	c. Details of infrastructure proposed, Resource Utilization Statement (5 Marks)	
	d. Overall Layout Plan, Implementation Schedule and Operation & Maintenance Scheme (5 Marks)	
	e. Environment, Health & Safety Policy & Strategy (5 Marks)	
C	**Section-C: RELEVANT EXPERIENCE OF KEY PERSONNEL (The conditions of the eligibility for the key personnel towards (1) Professional Qualification, (2) Length of Professional Experience and (3) Experience on Eligible Assignments as per the Annexure-**	**Maximum 20 Marks**
	30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; and (ii) other relevant assignments or similar work	Maximum 20 marks
C-1	TEAM LEADER	
C-2	SAFETY EXPERT	
C-3	FINANCIAL ANALYST	
C-4	ENVIRONMENTAL EXPERT	
	TOTAL	**100**

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